

ECONOMIC DEVELOPMENT ADMINISTRATION

CHECKLIST FOR ARCHITECT/ENGINEER CONTRACTS

EDA Award Number: _____ Date: _____

Recipient: _____

Recipient's Authorized Representative: _____
Name & Phone Number

Y N N/A

The Recipient has written procurement procedures with which the Architect/Engineer (A/E) contract has been found to be in compliance.

The A/E was selected competitively by sealed bids (formal advertising) or by competitive proposals. If not, attach an explanation of the selection method and the reason(s) for using that method.

Requests for proposals were publicized and all evaluation factors and their relative importance were identified therein. Any response to publicized requests for proposals was honored to the maximum extent practical.

Proposals were solicited from an adequate number of qualified sources (normally it is sufficient to secure at least three proposals from qualified sources). If less than 3 qualified proposals were secured, attach an explanation to this document.

The Recipient has a method for conducting technical evaluations of proposals received and for selecting the best proposal, price and other factors considered.

The Recipient determined the responsible firm whose proposal was most advantageous to the program, with price and other factors considered. Competitor's qualifications were evaluated and the most qualified competitor was selected, subject to negotiation of fair and reasonable compensation.

The A/E agreement provides for all services required by the Recipient for the planning, design and construction phase of the proposed project. Appropriate standards or guides developed by such professional organizations as the American Consulting Engineers Council (ACEC), American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), and/or the American Institute of Architects (AIA) may be used where the Recipient does not have standard procurement documents.

The A/E's fee for basic services is either a fixed price or a cost reimbursement with an agreed maximum. (The amount of EDA participation will be based on a determination, subject to audit, that the fee compensation is reasonable).

Y N N/A

The A/E contract compensation is not based on the use of the cost-plus-a-percentage-of-cost or percentage of construction cost form of compensation. (These forms of compensation are not eligible for EDA participation).

The A/E's fee covers all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, "as-built" drawings, arrow diagram (CPM/PERT, for example) where applicable, and incidental costs.

The basic fee does not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services are identified in the agreement. Such additional charges may be approved for grant participation by the EDA if they:

- a. Do not duplicate charges for services provided for in the basic fee;
- b. Are a proper charge against the project cost; and
- c. Are reasonable for the extra services to be rendered.

Regardless of who furnishes the construction inspector, the agreement requires the A/E to make sufficient visits to the project site to determine, in general, if the work is proceeding in accordance with the construction contract.

If the A/E contract(s) price exceeds \$100,000 (awarded under small purchase procedures), it includes a provision to the effect that the Recipient, EDA, the Comptroller General of the United States, the Inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the A/E (which are directly pertinent to a specific grant program) for the purpose of making an audit, examination, excerpts, and transcriptions. The Recipient shall require the A/E to maintain all required records for at least three years after the Recipient makes final payment and all pending matters are closed.

State a specific timetable in the A/E agreement for:

1. Completing preliminary plans and associated cost estimates;
2. Completing final plans, specifications, and cost estimates;
3. Securing required State and local approvals; and
4. Completing proposed contract documents sufficient for soliciting bids.

Provide surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Recipient chooses the A/E as the project inspector, the requirements for inspection services shall be clearly defined and the amount the Recipient is required to pay for such services shall be stated.

Y N N/A

Be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the A/E. (EDA recommends that the A/E take insurance, when available, to cover liability for such damages.

Supervise any required subsurface explorations such as borings, soil tests, and the like, to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the A/E or by others paid by the Recipient.

Attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.

Review proof of bidder's qualifications and recommend approval or disapproval.

Submit a report not less frequently than quarterly to the Recipient covering the general progress of the job and describing any problems or factors contributing to delay.

The company/firm name of the Architect/Engineer is:

The address of the A/E company/firm is:

If the Architect/Engineer will not be performing project inspection services, provide the name and address of the firm or person conducting project construction inspection services:

The contract price for basic A/E services is \$ _____

The contract price for other/extra A/E services is \$ _____

The contract price for inspection services is \$ _____

Prepared By (Signature)

Date